

# **EXHIBIT 6**

1 - DEAN MELCHIOR -  
2 UNITED STATES BANKRUPTCY COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 ----- X  
5 In Re: )  
6 LEHMAN BROTHERS ) Chapter 11  
7 HOLDINGS INC., et al., ) Case No. 08-13555 (JMP)  
8 Debtors. ) (Jointly Administered)  
9  
10 ----- X  
11 DATE: December 11, 2013  
12 TIME: 9:30 a.m.  
13  
14 DEPOSITION OF DEAN MELCHIOR, in his  
15 individual capacity and as a 30(b)(6) witness,  
16 held at the offices of Jones Day, 222  
17 East 41st Street, New York, New York, pursuant to  
18 Notice, before Hope Menaker, a Shorthand Reporter  
19 and Notary Public of the State of New York.  
20  
21  
22  
23  
24  
25

Elisa Dreier Reporting Corp. (212) 557-5558  
950 Third Avenue, New York, NY 10022

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2 DEAN MELCHIOR, called as a witness,  
3 having been duly sworn on December 11, 2013, by a  
4 Notary Public, was examined and testified as  
5 follows:

6 1271 Avenue of the Americas  
7 New York, New York 10020  
8 (Business)  
9 Residence Bergen County

10 EXAMINATION BY MR. LAWRENCE:

11 Q. Could you state your name and spell  
12 your last name for the record, please?

13 A. Dean Melchior. M-E-L-C-H-I-O-R.

14 Q. And my name is Paul Lawrence. I  
15 represent the Washington State TSA.

16 Do you understand that you are here  
17 today as a 30(b)(6) witness for Lehman Brothers  
18 Holdings?

19 A. Yes.

20 Q. And what does that mean to you?

21 A. I understand --

22 MR. TAMBE: Objection to the form of  
23 the question, but you can answer it.

24 A. I understand I'm to testify on  
25 Lehman's behalf about some limited matters with

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2 regard to this litigation.

3 MR. LAWRENCE: And just for the  
4 purposes of the record, this first part of  
5 the deposition will be the 30(b)(6) part of  
6 the deposition.

7 MR. TAMBE: Right. And he's going to  
8 testify, I believe, on two topics in your  
9 30(b)(6) notice.

10 MR. LAWRENCE: Yes.

11 MR. TAMBE: Subject to the objections  
12 we had served and filed.

13 MR. LAWRENCE: The topics being the  
14 calculations of the termination amount and  
15 the comments or critiques of the TSA's  
16 termination calculation, correct?

17 MR. TAMBE: That's right.

18 Q. What did you do to prepare as a  
19 30(b)(6) witness for this deposition?

20 A. I met with counsel, external counsel.  
21 I believe one of our internal counsel at Jones  
22 Day's offices, I believe it was last week for a  
23 few hours; one time this week for a few hours; and  
24 spent probably half an hour, hour, reviewing the  
25 objection to calculation that Lehman performed.

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2           A.       I believe it did.

3           Q.       So you believe that the calculation  
4   that you've described is a fair way to determine  
5   the TSA total losses and costs?

6           A.       Yes.

7           Q.       And you would agree that any  
8   calculation of the termination amount should  
9   approximate the TSA's total losses and costs,  
10   correct?

11                   MR. TAMBE:  Objection to the form of  
12   the question.  But you can answer it.

13          A.       Yes.

14          Q.       Now, are you aware that there has  
15   been some discussion in this litigation about a  
16   term, "as if it were Lehman," that's used in the  
17   RFA?

18          A.       A limited amount, yes.

19          Q.       As I understand your description of  
20   Lehman's calculation of the termination amount,  
21   the "as if it were Lehman" clause really doesn't  
22   come into play; is that right?

23                   MR. TAMBE:  Objection to the form of  
24   the question.  You can answer.

25          A.       Correct.  I don't believe it's needed

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2 or necessarily incorporated in the calculation.

3 Q. You -- we talked a little bit about  
4 the ability to execute a replacement contract  
5 similar to the RFA. Are you aware of any Tobacco  
6 Settlement Authorities that were able to execute  
7 and enter into an actual contract to replace any  
8 Lehman RFA?

9 MR. TAMBE: A few objections to that  
10 one. Objection to form. Two, objection to  
11 scope. And three, an objection to seeking  
12 what answers as to what other counterparties  
13 to Lehman may or may not have done, which  
14 would be either protected because of  
15 settlement -- confidential settlement  
16 discussions or under work product, in terms  
17 of how Lehman may have dealt with other  
18 counterparties.

19 MR. LAWRENCE: I think I'm just  
20 asking whether Lehman is aware that a  
21 counterparty has entered into an agreement  
22 with a third party. I'm not sure how that's  
23 privileged under those last two objections.  
24 Unless it was with Lehman as part of a  
25 settlement agreement, I guess I can